

VIA AIRBORNE EXPRESS



AT&T

April 8, 1988

650 Liberty Ave.
Union, NJ 07083-8107
201 851-2200

Don Gerson, Esquire
Hickory Hills West
Route 740
HCRB 113
Pocono Summit, PA 18346

RE: Access Agreement for Soil Sampling

Dear Mr. Gerson:

In line with our telephone conversation on April 6, 1988, the soil sampling description included in my letter to you dated April 4, 1988, has been incorporated into the enclosed access agreement. I talked to Mr. Joe Michel of EBECO Associates today and he confirmed that neither you nor AT&T Nassau Metals Corporation would be charged for him to be present during the soil sampling.

I trust that you will find the revised access agreement to your satisfaction and that you will sign and return it to me at your first opportunity. A self-addressed stamped envelope is included for your use.

If you have any questions, please call me. Your assistance is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Larry A. Elder".

Larry A. Elder
Senior Engineer

Enc.

Copy to:
D. M. McCartney - USEPA
J. Michel - EBECO Associates

AR500275

ACCESS AGREEMENT

Agreement made this _____ day of April 1988 by and between AT&T Nassau Metals Corporation (Nassau), P. O. Box 218, Gaston, South Carolina 29053 and Hickory Hills West (Hickory Hills West) located at Route #740 HCRB 113, Pocono Summit, Pennsylvania 18346.

WHEREAS, Nassau has entered into Administrative Order on Consent with USEPA, Docket NO. III-87-30-DC (AOC) to perform a Remedial Investigation and Feasibility Study (RI/FS) at the C&D Recycling Site; and

WHEREAS, the Remedial Investigation Work Plan calls for the collection of two (2) surface soil samples of approximately one (1) gallon each on the Hickory Hills West property as shown on Attachment 1 of this Agreement.

NOW THEREFORE, in consideration of the premises and the undertakings set forth herein and the terms of the AOC the parties agree as follows:

1. Hickory Hills West shall permit Nassau, EPA, DER and their respective representatives, agents, contractors and subcontractors to enter the Hickory Hills West property at no charge in connection with the sampling of their soil. Hickory Hills West understands that the sampling may include the use of photographic, sound recording or other equipment to document the sampling. Nassau will use its best efforts to see that all work done on the Hickory Hills West property will be done in a reasonable and prudent manner. Hickory Hills West shall be provided with at least five (5) days notice of the date that the sampling is to be performed. There will be no charge to Hickory Hills West for the sampling.
2. That Nassau, EPA, DER and their respective representatives, agents, contractors and subcontractors may enter upon the Hickory Hills West property in connection with the soil sampling without incurring any liability to Hickory Hills West whatsoever.
3. This Agreement shall terminate upon termination by EPA of its order or upon mutual agreement of the parties. The termination date may be extended by mutual written agreement of the parties.

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4. This Agreement shall be binding upon, and inure to the benefit of, each party hereto and its respective heirs, successors and assigns and may only be modified by written agreement.

IN WITNESS whereof, the parties have signed and sealed this Agreement on the date and year first above written.

_____ AT&T Nassau Metals Corporation
By _____

AR500277

N/F T. ROCK

N/F C & D
RECYCLING CO.

O/C

Op8

Op8

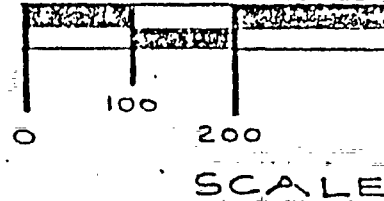
Wm8

The two sampling points planned
for the collection of surface soil
samples on the Hickory Hills West
property are identified by the
* symbol on the above plan.

N/F T. ROCK

DEED REFERENCE

BOOK 2117 PG 283



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